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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 21-12146-mdc

Nakeya Blackmon Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Jan 10, 2022 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 12, 2022:

Recipi ID Recipient Name and Address

th + Nakeya Blackmon, 402 Colwyn Ave., Darby, PA 19023-2717

TOTAL: 1

 $Notice \ by \ electronic \ transmission \ was \ sent \ to \ the \ following \ persons/entities \ by \ the \ Bankruptcy \ Noticing \ Center.$

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 12, 2022 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 10, 2022 at the address(es) listed below:

Name Email Address

JOSHUA I. GOLDMAN

on behalf of Creditor US Bank Trust National Association Not In Its Individual Capacity But Solely As Owner Trustee For

 $VRMTG\ Asset\ Trust\ Josh. Goldman@padgettlawgroup.com, angelica.reyes@padgettlawgroup.com, angelica.reyes@padgettlawgroup.com, angelica.reyes.goldman@padgettlawgroup.com, angelica.reyes.goldman.g$

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

REBECCA ANN SOLARZ

on behalf of Creditor US Bank Trust National Association Not In Its Individual Capacity But Solely As Owner Trustee For

VRMTG Asset Trust bkgroup@kmllawgroup.com, rsolarz@kmllawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

ZACHARY PERLICK

on behalf of Debtor Nakeya Blackmon Perlick@verizon.net pireland1@verizon.net

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Nakeya Blackmon	<u>Debtor</u>	CHAPTER 13
US Bank Trust National Associated Individual Capacity But Solely For VRMTG Asset Trust vs.	ciation, Not In Its As Owner Trustee Movant	NO. 21-12146 MDC
Nakeya Blackmon		
	<u>Debtor</u>	11 U.S.C. Sections 362 and 1301
Darlene Blackmon		
	<u>Co-Debtor</u>	
Kenneth E. West, Esquire		
	Trustee	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$4,198.20 which breaks down as follows:

Post-Petition Payments:

September 2021 to December 2021 at \$740.05/month

Fees & Costs Relating to Motion:

Total Post-Petition Arrears

\$1,238.00 **\$4,198.20**

- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$4,198.20.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$4,198.20 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 3. Beginning with the payment due January 1, 2022 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$740.05 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

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Should Detertificate of Mation production ago 4 not send to the send of the se

back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the

terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing

and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor

should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default

with the Court and the Court shall enter an Order granting Movant immediate relief from the

automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default

with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to

seek reimbursement of any amounts not included in this stipulation, including fees and costs, due

under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date:

December 20, 2021

By: /s/ Rebecca A. Solarz, Esquire

Attorney for Movant

Date: 1/3/22_

Zaehary Ferlick, Esquire

Attorney for Debtors

No Objection - Without Prejudice to Any Trustee

Rights or Remedies

/s/ LeeAne O. Huggins

Office of the Chapter 13 Standing Trustee

January 4, 2022

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Date:	
	Kenneth E. West, Esquire
	Chapter 13 Trustee
Approved by the Court this <u>10th</u> day of retains discretion regarding entry of any furth	
	Magdelin D. Colem
	Magdeline D. Coleman
	Chief U.S. Bankruptcy Judge